BANGALORE ELECRICITY SUPPLY COMPANY LIMITED

OFFICE OF THE
The Chief Engineer (Ele.) C,O&M,
BMAZ South, BESCOM, NT Road, Bangalore-1

VOLUME-I

SECTION – INB (INSTRUCTION TO BIDDERS)

Enq No: CEE/BMAZ South/23-24/Enq No 21

PREAMBLE:

BESCOM is a distribution company covering Eight Districts of Karnataka having its Corporate Office at K.R Circle, Bangalore.

SCOPE OF THE WORK

The Chief Engineer, C,O&M, BMAZ South, BESCOM, Bengaluru on behalf of the Bangalore Electricity Supply Company Limited, invites tender through e-procurement mode from eligible bidders for the works mentioned below under local competitive bidding.

The Agency participating in the Bid shall be responsible for providing required security services to the C,O&M Cash Counters, Offices & Stores in Bangalore O&M Circles of South & West, BMAZ South, BESCOM, Bangalore as mentioned in the annexure.

For Security Guards:

a) Prevention and apprehension of tress passers.
b) Providing security cover to the top officers of the company at the premises.
c) Prevention of thefts and pilferages and apprehension of any person attempting these acts and handing them over to concerned BESCOM officials.
d) Controlling entry and agrees of personnel of company visitors with appropriate documentation as will be laid down by the company from time to time.

e) Controlling incoming and outgoing materials, from each block of the buildings duly checking the relevant document.

f) Proper and up to date maintenance of fire-extinguishers (to be made available for use in case of emergency).

g) Provide escort for men, materials and cash as and when required as instructed.

h) Exercise extra vigil after working hours and during holidays of the premises.

i) Performing any other duties not prejudicial to the nature of duties they can be entrusted with, by the company.

j) The security guard on duty should leave the place of working only after the reliever reports for duty.

1.0 The Chief Engineer (Ele.,), C,O&M, BMAZ South, BESCOM, 3rd Floor, Maharshi Aravinda Bhavan, Nrupathunga Road 560001 on behalf of Bangalore Electricity Supply Company Limited, invites tender vide Enquiry No. **CEE/BMAZ South/22-23/Enq No 21** in two parts (Techno Commercial Bid and Price Bid) through **e-procurement portal (www.Kppp.karnataka.gov.in) for Providing 135 no's of Security guards to various C,O&M Cash Counters, Offices & Stores in Bangalore O&M Circles of South & West in BMAZ South, BESCOM, Bangalore for a period of One Year (air rifle shall be provided for necessary places as directed by concerned Divisional Officer)**. Bids not covering the entire specified scope shall be treated as incomplete and rejected.

1. Enquiry No.	**CEE/BMAZ South/23-24/Enq No 21**
2. Tender processing fee	**Refer e-procurement website www.kppp.karnataka.gov.in**
3. Earnest Money Deposit	**Rs5,96,012/-**
4. Date of availability of Bids	**16.03.2024 16:00 Hrs**
5. Due date for submission of Bids	**16.04.2024 16:00 Hrs**
6. Pre-bid Meeting	**20.03.2024 @ 15:30 Hrs** **Venue:** Office of the Chief Engineer, Elec., C,O&M, BMAZ South, BESCOM , No. 14/3, 3rd Floor, Maharshi Aravinda Bhavan,

	Nrupathunga Road, Bengaluru-560 001
7. a) Date of opening of Techno commercial bid b) Date of opening of Price Bid	a)**18.04.2024 @ 17:00 Hrs** b)**20.04.2024 @ 17:00 Hrs**
8. Schedule of requirements	**Security Guard: 135 nos. (air rifle shall be provided for necessary places as directed by concerned Divisional Officer)**
9. General Terms and Conditions	**Enclosed herewith**
10. Price proposals	**The bidder shall quote total amount for the required 135 nos of Security Guards for total period of one year in terms of rupees in the price schedule.**.

2.0 Issue of Tender documents.

Bidders can download the tender documents from e-procurement portal from **16.03.2024 16:00 Hours** (Free of cost) till **16.04.2024 16:00 Hours** and techno commercial bid will be opened on **18.04.2024 @ 17:00 Hrs.**

3.0 Submission of tender documents

All the Tender Documents shall be submitted through e-Procurement Portal only on or before Last date of bid submission as mentioned in e-Procurement Portal.

The technical bids will be opened on **18.04.2024 @ 17:00 hrs** mentioned in the e-Procurement Portal. Date of opening of Price Bids will be intimated at a later date.

4.0 PRICES

The Rates shall be firm and no variation allowed.

The Rates for Providing Security Services to C, O&M Cash Counters, Offices & Stores in Bangalore O&M Circles of South & West, in BMAZ South, BESCOM, Bangalore will be as per the “Minimum Wages” fixed in the latest Govt. Notification for security guard.

a) Chief Engineer, C,O&M, BMAZ South, BESCOM reserves the right to accept/reject any/all Tender Tenders, without assigning any reason.

b) The quotation shall be valid for **180 days** from the date of opening of the tenders.

c) If the date of opening of Tender happens to be a Holiday in case of unforeseen condition the tender opening due date if declared as holiday/ for any reason or for unforeseen circumstances, the tender will be opened on the immediate next working day.

5.0 QUALIFYING REQUIREMENTS

Sl No	QUALIFYING REQUIREMENT	Supporting documents to be uploaded
Technical Criteria:		
1	The bidder/agency shall be a partnership firm registered under Partnership Act/ company registered under Companies Act 1956.	In case of partnership firm: A certificate issued by the registrar of firms as per the Partnership Act. 1932 In case of company: A certificate issued by the registrar of companies as per the companies Act 1956 / 2013. Board resolution copy, Memorandum of Article of Association, partnership deed and valid general power of attorney shall be uploaded
2a	The bidder/agency should have a valid 'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka i.e., Form 'C' Nature of business should be providing the services Manpower	Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. Form 'C'- Nature of business should be providing the services of Manpower shall be uploaded
2b	The Agency should be registered with the police authorities for the work of providing security services	License issued by the Additional Director General of Police GoK. Valid Documentary Evidence shall be uploaded.
2c	The bidder/agency's authorized office should be in Bengaluru	Authorized office address proof shall be uploaded
3	The bidder/agency should have provided 68 Nos of (50% of 135 =68 Nos) of Security guards in a single contract/ work order for at least one Central Govt/State Govt/PSU offices for	The Work Award/contract award/ work entrustment order copies shall be uploaded

	a minimum period of continuous one year during the last five years i.e FY 2022-23, 2021-22, 2020-21, 2019-20 and 2018-19 as on the last date of bid submission.	
4	For having provided services as above, the "Work Performance Certificates" duly signed by the Organization not below the rank of Executive Engineer shall be uploaded.	"Work Satisfactory Performance Certificate" duly signed by the Organization not below the rank of Executive Engineer shall be uploaded
5	The bidder/agency shall possess the following registration certificates in the name of the agency- a) EPF Registration Certificate b) ESI Registration Certificate. c) Bidders PAN Card Number. d) GST Registration Certificate.	Original scanned copies of EPF/ESI/PAN/GST Registration certificates in the name of the agency The bidder should upload the latest paid challans of EPF/ESI/GST of previous six months
6	The Agency/Bidder should upload the self declaration stating that the firm/agency has not been Blacklisted by any (State/Central Govt./PSU/Electrical Distribution Companies/Transmission Company) **Or** found to be deficient in any of the previous awards	Self-declaration in their letter head shall be uploaded
7	The Agency shall comply with Quality Management System, for which ISO 9001:2015 certificate shall be uploaded.	Necessary certificate shall be uploaded
8	The Bidder/agency should not have defaulted in providing manpower services and remittance of EPF, ESI, GST etc., and other statutory deductions as per the Labour norms.	Self-declaration in their letter head shall be uploaded
9	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.	Registration certificate issued by the competent authority shall be uploaded
	A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: "I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if	Self-declaration Certificate in the said format in their letter head shall be uploaded

	from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.”	
10	Specimen signature of the Valid authorized signatory should be uploaded in their letter head	Specimen signature of the Valid authorized signatory should be uploaded in their letter head

Financial Criteria:		
11	The annual turnover **shall not be less than the amount put to tender i.e.** Rs. 397.34 Lakh in any one of the preceding five financial years [2022-23,2021-22, 2020-21, 2019-20 and 2018-19].	The annual turnover certificate issued by the Chartered Accountant / Statutory Auditor Audited balance sheets, Profit and loss sheet/Income and expenditure sheets are to be uploaded as a proof for the above Balance sheet and P & L statement of the respective years duly certified by the Chartered Accountant / Statutory Auditor should be uploaded

12	The Liquid Assets as on the date of tender before submission of the bid (Cash at Bank+ Term Deposits + availability of fund based credit facility in any scheduled National/Commercial Bank), shall not be less than **30%** (Rs.1,19,20,239) of the amount put to tender	The cash at Bank and term deposits with the Bank as on the date of bid submission shall be supported by the certificate issued by a Bank. The availability of fund based credit facility shall be supported by a certificate issued by the Nationalized/scheduled commercial Bank duly indicating the sanctioned amount, amount utilized and balance available with whom the bidder has the banking facility. Bank statements shall also be uploaded.

Note : Police verification report of deployed employees should be furnished by the agency after issuing LOI and before award of contract order.

5.1 The agency shall furnish a self-declaration stating that the information/data furnished as part of their bid is true and correct. Subsequently, if it is found incorrect, such agency will be black listed and further action will be initiated.

5.2 The agency shall furnish the originals of all the documentary proof up-loaded for the above mentioned Qualifying requirements, if required.

5.3 **The amount put to tender is inclusive of Minimum wages+VDA+EPF+ESI+5% service charges+18% GST.**

5.4 **The bidder should not quote not less than the amount put to tender. If the bidder quotes less than the amount put to tender, shall be disqualified. In case of more than one bidder happens to be L-1, selection will be done on the basis of Average highest total Turnover of the last 3 years i.e., 2020-21 ,2021-22 and 2022-23.**

5.5 The above stated requirements are a minimum and Chief Engineer, C,O&M, BMAZ South, BESCOM reserves the right to request for any additional information if required. Chief Engineer, C,O&M, BMAZ South, BESCOM reserves the right to accept or reject any tender, without assigning any reason what so ever.

The Bidder shall upload all the necessary documentary proof in support of the qualifying requirements in the e-procurement portal. Non-submission of the proof leads to disqualification.

The bidder shall indicate any deviations to terms & conditions if any. Otherwise it will be presumed that, the bidder has accepted terms & conditions of the tender.

6.0 Even though the bidders meet above qualifying criteria, as per their statements they are subject to be disqualified apart from forfeiting EMD, If they have:

- ◊ Made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and /or Record of poor performance such as not properly completing the contract of financial failures etc., and/or
- ◊ Record of poor performance such as abandoning the services, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc., and/or
- ◊ Participated in the previous tender for providing same service and had quoted unreasonably prices and could not furnish rational justification.

7.0 General Conditions:

- ◊ Bidders shall furnish a declaration stating that the information/data furnished as part of their bid is true and correct. Subsequently, if it is found incorrect, such bidder will be black listed and further action will be initiated.
- ◊ The bidder shall indicate any deviations to terms & conditions if any. Otherwise it will be presumed that, the bidder has accepted terms & conditions of the tender.
- ◊ Details of Payments Receipts shall be uploaded towards payment of Professional Tax, EPF, ESI and GST, if sought.

- ◊ After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agencies orders will be cancelled without any notice, apart from initiating legal action.

- ◊ Quantities noted above are provisional and subject to change as per provisions of KTPP Act.

- ◊ From time to time, if there is any increase in the minimum wages, the same shall be payable by BESCOM.
- ◊ When the minimum wages are increased the amount will be increased in proportion towards wages, if the agreed prices are lesser than the increased amount of minimum wages act.
- ◊ BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.
- ◊ The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.
- ◊ The tender not submitted through e-procurement portal and also non-submission of EMD is liable to be rejected.
- ◊ BESCOM will not be responsible for not getting internet connection while downloading the electronic bid sheets/documents or while uploading their offers.

- ◊ The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
- ◊ The person/firm who is having criminal background or insolvent is not eligible to participate in the tender.
- ◊ The offers shall be in General conformity with the specifications. Any Technical/Commercial Deviations from the specifications shall be clearly brought out in the techno commercial of the offer. If deviation certificate is left unfilled, it will be treated as there are no deviations and the agency has accepted the tender conditions.

- The Contract is for a period of one year from the date of contract order. In case of any unsatisfactory performance, BESCOM has the right to cancel the order without giving any notice.
- **In the areas where ESI Act is not covered, the bidder shall obtained insurance cover for the Workmen's Compensations for such outsourced staff in lieu of ESI.**
- The salary of security guards shall not be less than the prevailing Karnataka Minimum Wages Act.

8.0 Supervision:-

Agency shall take the responsibility of inspecting their security staff on duty on regular basis by maintaining two tier inspections by its superiors. Agency shall inspect from time to time and ensure satisfactory performance of the Security Staff and un-skilled worker provided.

9.0 Replacement

Agency shall provide continuous service of security staff by making stand by / reserve staff and no void shall be allowed. It is the primary responsibility of the Agency to provide un-interrupted continuous security staff at the designated locations.

10.0 Details of Shifts

The normal working hour for the Security Staff on duty shall be as noted below.

Security Services shall be provided on 3 shift basis all the days of the week and for all the 365 days.

1st shift –6:00 AM to 2:00 PM

2nd shift –2:00 PM to 10: 00 PM

3rd shift – 10:00 PM to 6:00 AM

General shift 9.00AM to 6.00PM

The Agency shall make arrangement to provide weekly holidays and other holidays to Security personnel posted on duty by making alternate arrangements.

11.0 Remunerations:-

Agency shall be responsible for the payment of salaries and other benefits, including ESI, EPF, etc., and any other statutory liabilities to its staff.

BESCOM will not be responsible for non-payment of remunerations/statutory payments to the Security Guards, under any circumstances.

12.0 Mode of payment:-

The successful bidder/agency shall submit pre-receipted bill in duplicate with certification from the officer in charge of the office where the services are being availed (HC in terms of Zonal and Circle office), duly countersigned by the concerned Circle Superintending Engineer, Elec., (Zonal Superintending Engineer for the services provided at zonal office) for satisfactory completion of the work for payment of wages to security guards, to the O/o Chief Engineer, El, C,O&M, BMAZ South, BESCOM before 7th of the succeeding month. 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries before 15th of the succeeding month.

It is mandatory that, the agency shall make the payment to employees within 8th of the every month irrespective of payment received from BESCOM. It is the responsibility of the bidder to produce previous month's ESI, PF contribution receipts and salary aquittance of the deployed staff along with the bill for payment. This shall be strictly adhered to, before making payment.

13.0 Dispute:

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement and the decision of Chief Engineer, C,O&M, BMAZ, South, BESCOM, shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and In case of any dispute between the Agency and the engaged manpower, BESCOM will not be a party and this has to be settled by the Agency himself at his own cost.

14.0 Risk and Cost Service: In the event, the Agency fails to execute the awarded work or is not able to deliver the work of quality or within the stipulated time period, Chief Engineer, C,O&M, BMAZ South, BESCOM, shall be at liberty to carry out pending activities or the total scope of contract through a Third Party and recover the expenses from the original agency.

The Cancellation of Work contract may be either for whole or part of the Work contract, and will be at the Chief Engineer, C,O&M, BMAZ South, BESCOM, option. However, before such cancellation, the Chief Engineer, C,O&M, BMAZ South, BESCOM, shall give four weeks' notice to the agency for taking corrective action. In case, the service provider does not take necessary corrective action to Chief Engineer, C,O&M, BMAZ South, BESCOM, satisfaction, within the said period of four weeks, Chief Engineer, C,O&M, BMAZ South, BESCOM, shall be at liberty to terminate the Work contract in part or whole. Chief Engineer, C,O&M, BMAZ South, BESCOM, may avail, upon such terms and in such manner, as it deems appropriate, services similar to those so terminated. The service provider shall be liable to the BESCOM for any losses, excess costs for such/similar services, provided that the service provider should continue the performance of the Work contract to the extent not terminated under the provisions of this clause. If in the opinion of Chief Engineer, C,O&M, BMAZ South, BESCOM, the service provider is not be able to correct the fault even after notice, and the Chief Engineer, C,O&M, BMAZ South, BESCOM, may terminate the Work contract at the risk and cost of the service provider.

15.0 Two cover Tender

Tender should be in **two** parts namely **Part-I: Techno commercial** Bid containing full technical particulars and commercial terms and conditions.

Part-II: Price Bid containing prices.

16.0 INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:

a. The bid must clearly indicate the name of the bidder, the type of services to be provided.

b. The documentary evidence in respect of qualifying requirements shall be uploaded by the bidder in the form of Electronic/scanned copies in the e-procurement Portal only by the participating Bidders. Any Documents submitted through hard copies will not be accepted.

c. Annexure documents to be uploaded.

17.0 Part II: PRICE PROPOSALS:

The Bidder submit the rates in e-procurement portal in the provision provided for mentioning "Price " and has to quote only the service

charges to be paid per security Guard per month, in e-procurement portal.

18.0 COST OF BIDDING

The Bidder **shall bear** all costs and expenses associated with preparation and submission of bid including post-bid discussions, technical and other presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

19.0 THE BIDDING DOCUMENTS

CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

Bid Documents	Bid Documents in the following format will be available in the web site.
	Volume-I
	Section-ITB-Instructions to Bidders
	Section-GCC-General Terms and Conditions of Contract
	Volume-II
	Section-a)Techno-commercial sheets

20.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of bid.

21.0 CLARIFICATIONS ON BID DOCUMENTS

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to owner.

The owner, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify owner in writing. Owner will respond in writing /upload in the Website / issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than 7(Seven) days prior to the deadline for submission of bids prescribed by owner. Written copies of owner's response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have received the Bidding Document. Verbal clarification and information given by owner or his employee(s) or his representative(s) shall not in any way be binding on owner.

22.0 AMENDMENT TO BIDDING DOCUMENT

At any time prior to the deadline for submission of bids, owner may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment (s).

The amendment will be notified in the e-procurement portal. Owner will bear no responsibility or liability arising out of non-acknowledgment of the same by all the prospective Bidders before submitting the Bid.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, owner may, at his discretion, extend the deadline for the submission of bids as deemed fit.

Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

23.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and owner shall be written in the English language, provided that any printed literature

furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to

comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern

24.0 DOCUMENTS COMPRISING THE BID

24.1 The Bidder shall complete the Bid Form, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the services to be rendered, a brief description of services, quantity and prices and **upload in the e-procurement portal**.

24.2 The Bidder shall also upload documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying General Conditions of Contract if any.

24.3 The Earnest Money Deposit shall be uploaded /furnished in accordance with the EMD clause.

25.0 EARNEST MONEY DEPOSIT (BID GUARANTEE)

25.1 The Bidders shall pay an **EMD of Rs. 5,96,012 /-** through any of the four e-payment modes mentioned in the e-procurement Portal.

25.2 **The bid guarantee may be forfeited:**

a. If a Bidder withdraws / modifies his bid during the period of bid validity specified by the Bidder on the Bid Form; or

b. In case of a successful Bidder, if the Bidder fails to sign the Contract; or furnishing the Agreement within the prescribed date.

c. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit.

26.0 E-payment modes for Tender Processing Fee & Earnest Money Deposit.

The agency should pay the Earnest Money Deposit (EMD) & Tender Fee in the e-Procurement portal using any of the following payment modes:

Credit Card

Direct Debit

National Electronic Fund Transfer (NEFT)

Over the Counter (OTC)

Note: In e-Procurement Portal agency **has the option of withdrawing the Bid by digitally signing to withdraw/cancel bid before the bid submission time /Date.**

- Earnest Money Deposit paid by the unsuccessful Bidders will be returned as soon as possible after the tender has been finalised.
- Earnest Money Deposit of the successful Bidder will be refunded after fulfilment of the Security Deposit Clause.
- The deposit towards EMD shall not carry any interest.
- Permanent EMD will not be considered.

27.0 PERIOD OF VALIDITY OF BIDS

27.1 Bids shall remain valid for **180 Days** from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.

27.2 In exceptional circumstances, owner may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify the bid.

28 FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

29 BASIS OF EVALUATION & COMPARISON

The bidders shall quote in price schedule and L1 will be arrived based on the total price quoted and as mentioned in the previous mentioned clauses.

30 The techno – commercial evaluation:

For purpose of these clauses, a substantially responsive Bid is one, which conforms basically to all the terms and conditions of the Bidding Documents without material deviation & confirming to technical specifications.

The Techno-commercial Bids will be evaluated generally on the following points but not restricted to the same.

a) Payment of the EMD

b) Qualifying Requirements

c) Acceptance for payment terms & confirming to all terms and other commercial conditions

d) A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

e) Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a subject deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

31 COMPARISON OF PRICE BIDS

The Chief Engineer, (Ele.,) C,O&M, BMAZ South, BESCOM, NT Road, Bangalore-1 will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids. The comparison shall be on the basis of total quoted value.

All evaluated bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest Bid will be selected for the award of the Contract.

In case of more than one bidder happens to be L-1, selection will be done on the basis of Average highest total Turnover of the agency in last 3 years i.e., 2020-21, 2021-22 and 2022-23.

32 FORMAT OF BID

32.1 The bids shall be **uploaded in the e-procurement portal**, on or before the last date and time of submission of bids. Bids not submitted through e- procurement portal and non submission of EMD will be disqualified.

32.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which

case such corrections shall be initialled by the person or persons signing the bid.

All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the E-Procurement website only. **(www.kppp.karnataka.gov.in)**

33 DEADLINE FOR SUBMISSION OF BIDS

33.1 Bids must be uploaded in the e-procurement portal on or before **16.04.2024 at 16:00hrs.**

33.2 The Chief Engineer, BMAZ South, BESCOM may, at his discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

34 MODIFICATION AND WITHDRAWAL OF BIDS

34.1 The Bidder may modify or withdraw the bid after the bid's submission provided that written notice of the modification or withdrawal is received by owner prior to the deadline prescribed for submission of bids.

34.2 No bid may be modified subsequent to the deadline for submission of bids.

34.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of bid security.

35 OPENING OF BIDS

35.1 Owner will open bids submitted through e-procurement portal in the presence of Bidders' representatives (up to 2 persons) who choose to attend at the date and time for opening of bids or in case any extension has been given thereto, on the extended bid opening date

and time notified to all the Bidders. The Bidders' representatives, who are present, shall sign in a register evidencing their attendance.

35.2 The Bidders' names, bid withdrawals and the presence or absence of the requisite EMD and such other details as owner, at his discretion, may consider appropriate will be announced at the techno-commercial bid opening.

35.3 No electronic recording devices will be permitted during bid opening.

35.4 The price bids of all the Techno-Commercial responsive bidders shall be opened in the presence of representatives (up to two per firm) of such

bidders who choose to be present. The date and time of opening the price bid shall be intimated later.

36 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids owner may, at his discretion, ask the Bidder for a clarification of bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

37 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration. Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

38 NEGOTIATIONS:

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as Chief Engineer (Ele),

C,O&M, BMAZ, South, BESCOM, will not enter into any price negotiations, except with the lowest quoting bidder, whose offer is found to be fully technically compliant.

39 AWARD CRITERIA

Chief Engineer (Ele), C,O&M, BMAZ South, BESCOM, will place the Contract Order on the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. Chief Engineer (Ele), C,O&M, BMAZ South, BESCOM, shall be the sole judge in this regard.

40 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

Chief Engineer (Ele), C,O&M, BMAZ South, BESCOM, reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for owner's action.

41 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

Chief Engineer (Ele), C,O&M, BMAZ South, BESCOM, shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

42 NOTIFICATION OF AWARD: Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful Bidder in writing by registered letter or fax, that the bid has been accepted.

43 Issue of contract Order

Contract order will be issued by the Chief Engineer, (Ele.,) C,O&M, BMAZ South, BESCOM, NT Road, Bangalore-1 Whatever may be the conditions of

sale specified or indicated in the quotations, it is only the conditions indicated in the Contract Order and Scope of the work / technical specifications which will be binding upon BESCOM. On receipt of the Contract Order if any successful bidder finds his inability to accept any of the terms/conditions, he shall raise the issue specifically and immediately get the matter clarified.

44 Termination of Contract: The Contract is liable to be terminated at the absolute discretion of BESCOM without assigning any reasons on the following grounds and the Security Deposit /EMD amount paid by the agency will be forfeited.

a. The services to be found unsatisfactory.
b. Breach of any terms of the contract
c. If the agency fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be blacklisted besides termination of the contract.
d. If the agency fails to remit the ESI&PF amount of its employees to the concerned authority.
e. If the agency fails to make payment to security guards within the time specified above under clause 11.0
f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

The decision of the company shall be final as regards the acceptability or otherwise of materials/equipment supplied/services provided.

For any enquiries/held with respect to the tender floated in the e-procurement portal the details are as follows:

Supports Timings: (9.00 am to 9.00 pm) Help Desk: 080-23010900/22340948 Or

E-mail: support@eprochelpdesk.com

Sd/-
Chief Engineer (Ele,)
C,O&M, BMAZ South, BESCOM